

#2254

R 106 - 98

RESOLUTION AUTHORIZING THE EXECUTION OF A  
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
BOROUGH AND LOCAL NO. 74, FIREMEN'S MUTUAL  
BENEVOLENT ASSOCIATION

WHEREAS, all full-time paid Captains and paid Firefighters of the Madison Fire Department are represented for the purpose of collective bargaining by Local No. 74, Firemen's Mutual Benevolent Association (hereinafter "FMBA"), and

WHEREAS the current collective bargaining agreement between the parties expired on December 31, 1996; and

WHEREAS, the Borough and the FMBA reached agreement on the economic and non-economic terms of a new agreement; and

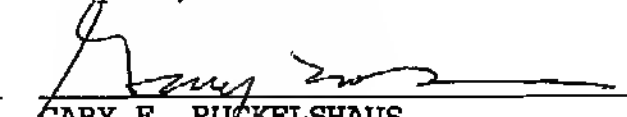
WHEREAS, those terms have been reduced to a single written agreement which shall be effective January 1, 1997 through December 31, 1999;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Madison, County of Morris, State of New Jersey, that the Mayor and Borough Administrator are authorized to execute and implement the agreement between the Borough and FMBA Local No. 74.

Attest:

ADOPTED AND APPROVED  
July 13, 1998

  
MARILYN SCHAEFER  
Borough Clerk

  
GARY E. RUCKELSHAUS  
Mayor

ORDINANCE 25 - 98

ORDINANCE OF THE COUNCIL OF THE BOROUGH OF MADISON  
FIXING SALARIES AND WAGES FOR POSITIONS REPRESENTED BY  
LOCAL NO. 74 FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

WHEREAS, all full-time paid Captains and paid Firefighters of the Madison Fire Department are represented for the purpose of collective bargaining by Local No. 74 of the Firemen's Mutual Benevolent Association (hereinafter "FMBA"); and

WHEREAS, the Borough and the FMBA reached agreement on wages, salaries and benefits for a new collective bargaining agreement which shall be effective January 1, 1997 through December 31, 1999;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Borough of Madison, County of Morris, State of New Jersey, as follows:


Section 1. The attached wage schedule for job classifications with progression schedules, incorporated herein by reference, is hereby established for the years 1997, 1998 and 1999.

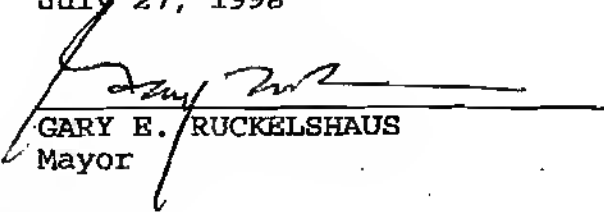
Section 2. This ordinance repeals all previous ordinances pertaining to positions and salaries relative to FMBA Local No. 74 employees.

Section 3. This ordinance shall take effect as provided by law.

Attest:

ADOPTED AND APPROVED  
July 27, 1998

  
MARILYN SCHAEFER  
Borough Clerk

  
GARY E. RUCKELSHAUS  
Mayor

Introduced and passed:	July 13, 1998
Published:	July 16, 1998, Madison Eagle
Hearing and final adoption:	July 27, 1998
Published:	July 30, 1998, Madison Eagle

BOROUGH OF MADISON  
WAGE SCHEDULE BY JOB CLASSIFICATION  
1997 - 1999 FMBA CONTRACT

	1/1/97	1/1/98	1/1/99
Captain	59,398	61,773	63,935
Firefighter over 4 years	53,998	56,158	58,123
Firefighter Fourth Year	45,654	47,480	49,142
Firefighter Third Year	40,283	41,895	43,361
Firefighter Second Year	34,966	36,364	37,637
Firefighter First Year	30,884	32,119	33,243
Probationary Firefighter	24,747	25,737	26,637

# AGREEMENT

Between

BOROUGH OF MADISON

and

FIREMEN'S  
MUTUAL BENEVOLENT ASSOCIATION  
LOCAL NO. 74

Prepared By:

James R. Allison  
ADMINISTRATOR  
Borough of Madison

FOR THE TERM COMMENCING JANUARY 1, 1997

AND ENDING DECEMBER 31, 1999

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## PREAMBLE

This Agreement, made this 21st day of July 1998 by and between the BOROUGH OF MADISON, New Jersey, hereinafter referred to as the "BOROUGH" and the FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION of Madison, New Jersey LOCAL NO. 74, hereinafter referred to as the "FMBA", is designed to maintain and promote a harmonious relationship between the Borough of Madison and its employees who are within the provisions of this Agreement, in order that efficient and progressive public service may be rendered.

## A R T I C L E I

### RECOGNITION AND AREAS OF NEGOTIATION

The Borough recognizes FMBA Local 74 as the sole and exclusive representative for the purpose of collective negotiations concerning rates of pay, fringe benefits, hours of employment procedures for adjustment of grievances and other conditions of employment for all full time paid Captains and paid Firefighters hereinafter referred to as employees.

## A R T I C L E II

### CHECK OFF OF UNION DUES

#### Section 1

Upon receipt of proper written authorization of a member of FMBA Local No. 74, the Borough shall deduct FMBA dues from his first paycheck each month in the amount so authorized and shall remit the monies collected to the Treasurer of the FMBA Local No. 74 once each month.

#### Section 2

Any employee not wishing to belong to the certified bargaining agent will pay a service charge according to State law.

#### Section 3

The Association agrees to indemnify and hold the Borough harmless from and against any and all claims arising under this provision.

## A R T I C L E III

### GRIEVANCE PROCEDURE AND ARBITRATION

#### Section 1 - Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

#### Section 2 - Definition

The term "grievance" as used herein means any difference or dispute arising over the application or interpretation of the terms and conditions of this Agreement and may be raised by the FMBA on behalf of an individual or group of individuals.

GRIEVANCE PROCEDURE AND ARBITRATION - (contd.)

Section 3 - Procedure

Step 1- An aggrieved employee shall submit a grievance in writing to the Chief of the Fire Department within fifteen (15) calendar days of occurrence in question. Only those grievances submitted in writing within fifteen (15) calendar days of the occurrence shall be deemed to be timely filed.

Step 2- The Chief of the Fire Department shall submit his decision in writing within fifteen (15) calendar days of the submission of the grievance to him.

Step 3- Within fifteen (15) calendar days of the decision of the Chief of the Fire Department, if the grievance is not settled to the satisfaction of both parties, the matter shall be submitted to the Borough Administrator who shall have fifteen (15) calendar days to submit his written decision.

Step 4- Within fifteen (15) calendar days of the decision of the Borough Administrator, if the grievance is not settled to the satisfaction of both parties, the matter shall be submitted to the Borough Council or any member or members thereof. The Council, or its members, shall have fifteen (15) calendar days to submit its written decision.

The aggrieved employee has a right to representation by an official of the FMBA in Steps 1, 2, 3 and 4 hereof.

Step 5- Arbitration Within fifteen (15) calendar days of the transmittal of the written decision by the Borough Council, if the grievance involves a dispute over the application or interpretation of the terms of this Agreement and is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to binding arbitration as hereinafter set forth.

If either party demands that a grievance be arbitrated, the parties will jointly request the Public Employment Relations Commission (PERC) to arrange for the selection of an arbitrator in accordance with the PERC procedures. Such arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on both parties. The arbitrator's decision shall in no way alter, add to or delete from the terms of this Agreement. He shall decide the dispute within thirty (30) days after the hearing has been closed. The fee and expenses of the arbitrator shall be borne equally by the parties. Only the Borough or the FMBA shall have the right to submit a grievance to arbitration.

Section 4 - General Provisions

(a) The steps provided for herein may be waived by mutual agreement of the parties.

## GRIEVANCE PROCEDURE AND ARBITRATION - (contd.)

(b) If the Borough fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step.

(c) All conferences and hearings conducted under any grievance procedure shall be conducted in private by the Fire Chief, Administrator, or the Council, or a subcommittee thereof, and shall be limited to the parties in interest, their representatives, the witnesses and such other persons as are reasonably necessary for a fair and equitable determination.

## A R T I C L E   I V

### DISCIPLINE AND DISCHARGE

#### Section 1

It is agreed that nothing herein shall in any way prohibit the Borough from discharging or otherwise disciplining any employee, regardless of seniority, for good and just cause.

#### Section 2

Any actions taken by the Borough under this Article shall be subject to ARTICLE III, GRIEVANCE AND ARBITRATION.

#### Section 3

The Borough shall follow State Statute when handling Discipline.

## A R T I C L E   V

### HOURS OF WORK

#### Section 1

Regular hours of work for each employee covered by this Agreement shall be an average of forty-two (42) hours per week, based on eight (8) week cycle of ten (10) hour days and fourteen (14) hour nights. Day tours are 8:00 a.m. to 6:00 p.m. and night tours are 6:00 p.m. to 8:00 a.m. the following morning. A "floater" may be used to cover vacations and absences due to sickness, injury or other causes. In addition each employee must respond to all fire calls and attend drills whenever available during the year. This includes response to calls and attendance at drills during the above working hours and response to alarms while off regular duty or on standby duty.

#### Section 2

Should the Borough contemplate any changes in the above work schedule, such changes shall be discussed and explored with the Association prior to being instituted.

HOURS OF WORK - (contd.)

Section 3

The Fire Captains, shall work a forty (40) hour week, Monday through Friday, with normal hours from 8:00 a.m. to 4:30 p.m., with one half hour for lunch between 12:00 and 2:00 p.m. It is understood that these working hours are subject to change if operating conditions make this necessary.

A R T I C L E VI

OVERTIME PAY

Section 1

An employee who for any reason, other than regular response to fire calls and drills, is ordered by the Chief or other officer in charge to work in excess of two (2) ten-hour day shifts and two (2) fourteen-hour night shifts in any regularly assigned work week, shall be compensated at the rate of one and one-half (1 $\frac{1}{2}$ ) times his regular straight time rate of pay for all such excess hours.

Section 2

Any employee who is held over his assigned shift as the result of an alarm of fire or other emergency declared by the officer in charge of the Fire Department shall be compensated at one and one-half (1 $\frac{1}{2}$ ) times his regular straight time rate of pay for the time during which duty is actually performed but in any event for not less than one (1) hour of time.

Section 3

Any employee who, during periods of emergencies, is ordered by the Governor, the Mayor, Fire Chief or the Borough Administrator, to be at the fire house in excess of twenty-four (24) hours shall receive a reimbursement for each meal in the amount of \$3.50 per meal.

Section 4

Any hours worked, other than regular response to fire calls and drills, by the Fire Official beyond forty (40) hours in a given week shall be paid at a time and a half rate.

Section 5

Any employee who renders service to the Fire Department in response to fire calls or attendance at drills while off duty shall not receive additional compensation for such services rendered unless such services cause the employee's total hours in the established twenty-eight (28) day cycle to exceed 212 hours worked. All hours worked in response to fire calls or attendance at drills while off regular duty in excess of 212 hours shall be compensated

#### OVERTIME PAY - (cont'd.)

in compensatory time at a time and one half rate (1.5) as stipulated in the Fair Labor Standards Act (FLSA). The time accumulated shall be taken by the employee with the approval of the Chief during a time period when the floater and/or the Subcode Official is available to cover the shift left short by the absence. Compensatory time must be used within the year that it is earned. If less than ten (10) hours are available at the end of that year, the time may be used during the following year, but in no case may any of the time be carried beyond the second calendar year.

#### Section 6

Overtime pay may be delayed one pay period. That is, the employer reserves the right to pay overtime in the pay period next following the period in which the overtime is earned.

#### Section 7

Any required schooling during off duty hours, ordered by the chief, shall be paid at the overtime rate or compensated for by equal time off as determined by the employee.

### A R T I C L E   V I I

#### STANDBY DUTY

#### Section 1

Standby basis shall consist of an assigned off-duty employee being available and ready for active duty forthwith. Whenever any employee shall be and remain available on an assigned standby basis, that employee shall receive a minimum compensation therefor at his hourly rate at overtime pay, to the extent of eight (8) hours pay every other pay day (thirteen (13) times per year). In the event that any employee shall perform actual duty while on standby basis, he shall be compensated for such duty at his regular overtime rate and in any event, for not less than one (1) hour, in addition to the eight (8) hours of overtime standby pay.

#### Section 2

Whenever an employee shall be, and remains available on his normal assigned standby duty, and such standby duty occurs on Christmas Day, New Years Day, Easter Sunday, Memorial Day, July 4<sup>th</sup>, Labor Day or Thanksgiving Day, he will be paid four (4) hours compensation at his hourly rate in addition to his regular standby compensation.

#### Section 3

The Fire Captains shall not serve on standby duty and shall not be compensated for standby.

A R T I C L E   V I I I  
HOLIDAYS

Section 1

Each employee, other than the Fire Captains, shall receive twelve (12) holidays at straight time. Payment shall be in one lump sum on the first payday in December. Payment shall be calculated by dividing the base salary for the calendar year by 260, and multiplying the result by 12.

Section 2

The Fire Captains shall be given time off with pay for all holidays listed below. He shall not receive holiday pay.

New Years Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4th	Christmas Day

A R T I C L E   I X

SICK LEAVE, LEAVE OF ABSENCE AND PERSONAL DAY

Section 1 - Sick Leave

No employee shall absent himself from duty by reason of sickness or injury without the permission of the Chief of the Fire Department or other officer in charge. He shall promptly report such sickness or injury to the Chief or other officer in charge before his next tour of duty, if possible, or in any event within twenty-four (24) hours. If such absence is over three (3) working days the employee shall furnish a physician's statement to the Chief of the Fire Department within a week. If an employee is absent for five (5) non-consecutive days in a calendar year, such employee may be required to be examined by a physician designated and compensated by the Borough. The physician's statement shall set forth the cause and nature of the illness and certify that the employee is again fit to return to work. Additional physician's statements may be requested by the Borough Administrator in the case of a protracted absence because of illness or injury.

Unless expressly exempted from this provision in whole or in part by the Chief or other officer in charge, no employee who is absent from duty because of an injury or illness requiring the services of a physician, shall return to active duty until he presents to the Chief a physician's statement indicating that he is fit for active duty.

Every employee shall be entitled to sick leave with pay for reason of sickness or disability on the following basis:

SICK LEAVE, LEAVE OF ABSENCE AND PERSONAL DAY - (cont'd)

(a) During the first year of employment, one (1) workday of sick leave for each completed calendar month of service.

(b) After one (1) full year of employment, twelve (12) workdays of sick leave, in each calendar year.

(c) Unused sick leave may be accumulated to a maximum of 263 days. Each employee, upon retirement, shall be entitled to time off with pay, prior to his retirement date, of one half (1/2) of his accumulated sick leave days, not to exceed sixty (60) days.

Section 2 - Leave of Absence

The Council of the Borough of Madison may grant a leave of absence to any employee who shall become injured, ill or disabled from any cause so as to be physically unfit for duty during the period of such disability and physical unfitness for duty. Such injury, illness or disability shall be evidenced by the certificate of a physician designated by the Borough Council to examine him. No such leave of absence with pay shall exceed one (1) year commencing from the date of such injury, illness or disability.

Section 3 - Personal Days

a) Each employee with at least one full year of service is entitled to two (2) Personal Days which shall not be charged against accumulated sick leave.

b) In addition, an employee with one year of service shall be allowed one (1) day of personal leave per calendar year with full pay if three (3) or less sick days are used in the previous year. The use of this personal day shall be approved by the Chief.

A R T I C L E X

DEATH IN FAMILY

a) In the event of a death in the immediate family an employee shall be granted up to four (4) working days off With pay within seven days of the occurrence. That is, employees can spend seven days with their family and the work time scheduled during these seven days will be paid time off.

Immediate family shall be construed as meaning wife, husband, child, father, mother, father-in-law, mother-in-law, sister or brother, grandfather and grandmother. For all other relatives, a one (1) day leave will be granted.

b) The Fire Captains shall be granted five (5) working days leave with pay in the event of a death in the immediate family.

## A R T I C L E X I

### VACATIONS

Each employee shall be granted an annual vacation with pay on the following basis:

#### Section 1

New employees during their first two calendar years of service and up until the start of the third full calendar year, shall accumulate .667 vacation days, for each month in which employee worked or received pay for more than ten (10) days. Days accumulated in the first calendar year may be carried over into the second calendar year.

#### Section 2

Employees who are starting their third calendar year shall be entitled to eight (8) vacation days in advance at the beginning of the year. Days granted at the beginning of a calendar year must be used within that year.

#### Section 3

Twelve (12) working days vacation during the calendar year in which the fifth (5) anniversary of his employment occurs.

#### Section 4

Sixteen (16) working days vacation during the calendar year in which the twelfth (12) anniversary of his employment occurs.

#### Section 5

Eighteen (18) working days vacation during the calendar year in which the twentieth (20) anniversary of his employment occurs.

#### Section 6

In the year in which the employee celebrates the twenty first (21) anniversary of his employment, one (1) day in addition to the above vacation allotment will be granted, and in the year in which the employee celebrates the twenty second (22) anniversary of his employment, one (1) additional day to the above vacation allotment will be granted. This will make a total of twenty (20) vacation days during the year in which the employee celebrates his twenty second (22) anniversary of employment.

#### Section 7

The authority for the approval of an employee's vacation schedule is vested in the Chief of the Fire Department. Preference in the selection and assignments of vacation periods will be given by rank; in the case of equal rank, preference shall be given according to length of service in that rank.

VACATIONS - (cont'd)

Section 8

No employee shall take his vacation in installments of one (1) or two (2) days at a time. He shall take his vacation during the single continuous periods of two (2) weeks or one (1) week unless otherwise approved by the Chief of the Fire Department.

Section 9

All vacations must be used during the calendar year in which earned and cannot be accumulated; provided, however that when an employee delays his vacation upon orders of the Chief of the Fire Department, with the approval of the Borough Administrator, such time may be rescheduled in the calendar year which immediately follows.

Section 10

The vacation period will commence on January 1st in any calendar year and must be used by December 31st of said year, except as provided above.

Section 11

Continuous service shall mean unbroken service as determined by the Borough records. Approved leaves of absence do not constitute a break in service.

Section 12 - Vacation for Captains

The Fire Captains shall be granted an annual vacation with pay on the following basis:

After June 1st following the date of employment, one (1) day of vacation for each full month of employment prior to June 1st, provided, however, that said vacation period shall not exceed a maximum of ten (10) days. In the following year, such employee will be entitled to ten (10) days vacation but not until after the anniversary date of employment. In succeeding years, such employee may take his vacation any time subsequent to January 1st as approved by the Fire Chief.

Fifteen (15) days vacation shall be granted during the calendar year in which the fifth (5) anniversary of employment occurs.

Twenty (20) days vacation during the calendar year in which the twelfth (12) anniversary of his employment occurs.

In addition to the above vacation allotment one (1) day will be granted in the year in which the employee celebrates the twentieth (20), twenty-first (21), twenty-second (22), twenty-third (23) and twenty-fourth (24) anniversary of his employment. This will make a total of twenty-five (25) vacation days during the calendar year in which the twenty-fourth (24) anniversary of his employment occurs.

## A R T I C L E   X I I

### F M B A   B U S I N E S S   L E A V E

#### Section 1

The members of the FMBA negotiating committee, not to exceed four (4) in number, shall after adequate advance notice to the Chief of the Fire Department, be granted time off from duty, and shall suffer no loss of regular pay for all meetings between the Borough and the FMBA for the purpose of negotiation of the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

#### Section 2

A representative of the FMBA (the President or his designee) shall after adequate advance notice to the Chief of the Fire Department, be granted time off from duty, and shall suffer no loss of regular pay for all meetings between the Borough and the FMBA for the purpose of processing grievances when such meetings take place at a time during which such FMBA representative is scheduled to be on duty.

#### Section 3

The executive delegate, or his designee, shall be granted leave from duty with full pay for all membership and State meetings of the FMBA when such meetings take place at a time when such member is scheduled to be on duty. The term "meetings" is meant the regular monthly meeting and any emergency meetings, not to exceed three (3) emergency meetings per year; provided that the President give reasonable notice to the Chief of the Fire Department and his absence will not unduly affect the operation of the department.

#### Section 4

The Association agrees to use every effort to schedule meetings so as to minimize the number of employees granted time off from duty. It is understood that such time off refers solely to the time period required to attend such meetings. It is further understood that the Association will use every effort to schedule such meetings so as to minimize the number of members who may be required to attend while on duty.

#### Section 5

The Executive Delegate and the President of the FMBA shall be granted leave from duty with full pay for the annual State FMBA convention in accordance with NJSA 40A:14-177 provided that they give at least sixty (60) days advance notice to the Chief of the Fire Department of the date of the meeting and the names of the attendants. Payment shall be granted only for those days the Executive Delegate and the President of the FMBA are actually scheduled for duty (maximum of three (3) workdays).

## A R T I C L E   X I I I

### L O N G E V I T Y

#### Section 1

All paid Firefighters and Captains shall receive Longevity increments based upon years of service in accordance with the following schedule:

					AMOUNT
After 4 years of service					\$350
"    9    "	"	"	"	"	450
"   14    "	"	"	"	"	550
"   19    "	"	"	"	"	650
"   24    "	"	"	"	"	750
"   29    "	"	"	"	"	850

Longevity benefits shall be added to the regular pay January 1st of each year.

In order to qualify for this benefit, the employee must have completed the years of service listed above by December 31st of the previous year.

## A R T I C L E   X I V

### P R O M O T I O N S

All promotions within the paid division of the Fire Department covered by this Agreement shall be made from the membership of the paid division as constituted at the time of such promotion, and shall be made with due regard to the length of service of the employee proposed to be promoted and his merit in the Department. When merit is relatively equal, preference shall be given to the employee who has served the longest period of time in the Department. Employees being considered for the rank of Captain must meet the educational requirements. The Captain to serve as Sub-code Official must have a State license as required by NJAC 5:23-5.12, while the officer to serve as Fire Official must hold a State license as required by Chapter 18A 5:18A-4.4.

## A R T I C L E   X V

### M E D I C A L   A N D   H E A L T H   I N S U R A N C E

#### Section 1

Employees covered by this Agreement and the eligible members of their families shall receive medical and health insurance as presently afforded by the Borough to all of its members.

## MEDICAL AND HEALTH INSURANCE (con't)

### Section 2

The Borough has the right at any time to seek and secure another health insurance carrier to provide medical and health insurance coverage of an equal or equivalent level to the plan currently in effect.

### Section 3

Effective January 1, 1999, the current deductibles shall be changed from \$100/\$200 to \$200/\$400.

### Section 4

The maximum lifetime benefit shall be \$1,000,000.

### Section 5

A pre-paid dental plan covering employees and their eligible dependents shall be purchased by the Borough at its expense subject to a maximum employer contribution of \$350 per employee per year. Research on the dental plan shall be done by the Union and approval of the plan will be by the Borough.

### Section 6

The Borough agrees to cover employees in this bargaining unit by insurance provided and controlled by the Borough at the time when the employee is performing the duties and acting in the capacity of a firefighter. Fire fighting activities to be covered shall include alarms, drills, and any other work activities approved by the chief. It is not the intention of this provision to extend the insurance responsibilities of the Borough as it relates to the coverage under State law or that which has been granted to employees by the Borough in the past.

## A R T I C L E XVI CLOTHING ALLOWANCE

Employees covered under this agreement will be given a clothing allowance of \$425.00 in 1997 and \$475 each year thereafter. This allowance shall be paid by the first pay period in July.

The allowance is for the reimbursement of costs for the following uniform items:

- Three (3) short sleeve shirts
- Three (3) long sleeve shirts
- One (1) pair of pants
- One (1) pair of safety shoes

The Borough shall provide two pair of pants each year in July. Jackets are also provided by the Borough and are replaced when required in accordance with the judgement of the Chief.

CLOTHING ALLOWANCE - (con't)

The cleaning of these items is provided by the employee. All uniform and safety shoe purchases must be in accordance with specifications established by the Borough.

The Borough shall continue to supply as needed, in the judgement of the Chief, protective fire fighting gear such as coats, boots, helmet, face shield and gloves.

A R T I C L E XVII

EFFECT OF THIS AGREEMENT

Section 1

All ordinances of the Borough of Madison pertaining to the Fire Department which are not specifically abridged or modified by this Agreement are to remain in full force and effect.

Section 2

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative Act or any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

A R T I C L E XVIII

BAN ON STRIKES

Section 1

It is recognized that the need for continued and un-interrupted operation of the Borough's departments and agencies is of paramount importance to the citizens of the community and there should be no interference with such operation. Adequate procedures have been provided for the equitable settlement of grievances arising out of this Agreement, and the parties hereto agree that there will not be and that the FMBA, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, mass absenteeism or other similar action which would involve suspension of or interference with normal work performance.

Section 2

The Borough shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

BAN ON STRIKES - (Continued)

Section 3

The FMBA shall not be held liable for unauthorized acts of employees, provided the FMBA does everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned and ordering all who participate in such activity to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

A R T I C L E   X I X

WAGES

The wage schedules attached to this agreement and marked ATTACHMENT A shall be effective during the term of this Agreement.

Years of service shall be adjusted on the anniversary date of hire. The Fireman Probationary Year classification shall end on the first anniversary. Fireman First Year shall begin on the first anniversary and end on the second. Fireman Second Year shall begin on the second anniversary date of hire and end on the third. Third and Fourth Year Firemen shall follow the same pattern.

A R T I C L E   X X I

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Borough or by any of its agents against the FMBA or against any employee because of membership or activity in the FMBA. There shall be no discrimination or coercion by the FMBA or any of their agents against any employees covered by this Agreement because of membership or non-membership in the FMBA, nor shall the Borough discriminate in favor of, or assist any other labor or Fire related organization which in any way affects the FMBA's rights as certified representative for the period during which the FMBA remains the certified representative of the employees. Neither the Borough nor the FMBA shall discriminate against any employee because of race, creed, color, age or national origin. The Borough will cooperate with the FMBA with respect to all reasonable requests concerning the FMBA's responsibilities as certified representatives.

A R T I C L E   X X I

MANAGEMENT RIGHTS

Section 1

The Borough hereby retains the right to manage and control Fire Department facilities and in addition retains the right to direct the working force, hire, promote, discipline or discharge employees for just cause.

MANAGEMENT RIGHTS - (Continued)  
Section 2

The Borough, in accordance with the applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to:

- a) The executive management and administrative controls of the Borough Government and its properties and facilities, and the activities of its employees.
- b) Hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote employees.
- c) Suspend, demote, discharge or take any other disciplinary action for good and just cause according to law.

It also retains the right to determine the methods, means and personnel by which such operations are to be conducted, and further to take whatever other actions deemed necessary to carry out the mission of the Fire Department in any situation whatsoever.

† A R T I C L E XXII

SAFETY

To help insure against injury on the job, the FMBA may submit proposed changes in safety regulations, including the operation of equipment, which shall be reviewed with representatives of the Borough.

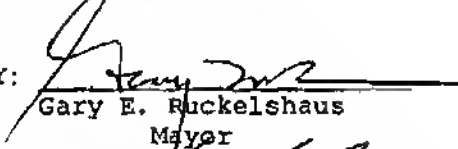
A R T I C L E XXIII

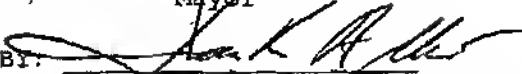
DURATION OF AGREEMENT

This Agreement shall be effective retroactive to January 1, 1997 and shall continue and remain in force and effect to and including December 31, 1999 and shall continue from year to year thereafter unless written notice of desire to cancel, modify or terminate same is served by either party upon the other at least sixty (60) days prior to the date of expiration.

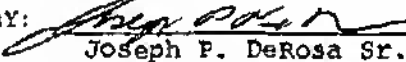
IN WITNESS WHEREOF, the parties have set their hands and seals this 21<sup>st</sup> day of July, 1998.

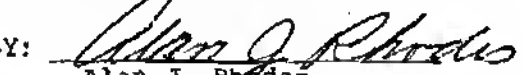
BOROUGH OF MADISON

BY:   
Gary E. Ruckelshaus  
Mayor

BY:   
James R. Allison  
Administrator

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION, LOCAL NO. 74

BY:   
Joseph P. DeRosa Sr.  
President

BY:   
Alan J. Rhodes  
Representative

**1997-1999 FMBA Contract  
Wage Schedule by Job Classification**

<i>Title</i>	<i>1997</i>	<i>1998</i>	<i>1999</i>
Captain	59,398	61,773	63,935
Firefighter over 4 years	53,998	56,158	58,123
Firefighter Fourth Year	45,654	47,480	49,142
Firefighter Third Year	40,283	41,895	43,361
Firefighter Second Year	34,966	36,364	37,637
Firefighter First Year	30,884	32,119	33,243
Probationary Firefighter	24,747	25,737	26,637